

Greene CSD

Greene EA

7/1/2006 6/30/2007



*Professional
Employees' Contract
2006-2007*

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Preamble

Whereas, the Board and the Association recognize and declare that providing a quality education for the students of Greene Community School District is their mutual desire and whereas, the parties have agreed to certain understandings which they desire to confirm this Agreement. It is agreed as follows:

Article 1 Recognition

A. Unit

The Board hereby recognizes the Greene Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 295) issued by the PERB on the fourth day of November, 1975.

The unit described in the above certification is as follows:

Including: all full-time and regular part-time professional employees including classroom teachers, guidance counselors, librarians, nurse, and athletic director.

Excluded: Superintendent, building principals, teacher aides, secretaries, custodians, bus drivers, cooks, bus mechanics and substitutes, and all other excluded by Section 4 of the Act.

B. Definitions

1. The term "Board" as used in this Agreement shall mean the Board of Education of the Greene Community School District or its duly authorized representatives.
2. The term "Employee" as used in this Agreement shall mean all professional employees represented in this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the Greene Education Association or its duly authorized representatives or agents.

Article 2

Grievance Procedure

A. Definitions

1. A grievance is a claim by an Employee, a group of Employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. An aggrieved person is the person or persons making the complaint.
3. A party of interest is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. The failure of an Employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the Employee to proceed to the next step.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

Level One

4. An Employee or group of Employees with a grievance shall first discuss it with the building principal either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Level Two

5. If, as a result of the informal discussion with the principal, a grievance still exists, the aggrieved Employee may invoke the formal grievance procedure individually or through the Association. Grievance action shall be initiated within fifteen (15) school days of the event giving rise to the grievance. A grievance form shall be available from the Association representative or the administrative office at each building and said form shall be signed by the grievant and the Association representative. A copy of the grievance form shall be delivered to the appropriate principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent.

The appropriate principal or immediate supervisor shall indicate their disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) day period, the grievance shall be transmitted to the Superintendent within ten (10) school days following the disposition of the grievance or fifteen (15) school days following the submittal of the grievance at Level Two.

Level Three

6. The Superintendent shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may submit the grievance to arbitration.

Level Four

7. If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days.

Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the remaining names. Thereafter, each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth those findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is in violation of the terms of this Agreement and shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the parties and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by the individual, or, at the Employee's option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the Employee's complaint and if such adjustment is inconsistent or contrary to the provisions of this Agreement.
2. When it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation provided that such meeting shall occur during the Employee unassigned time.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of Employees, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall begin at that level. The Association may process such a grievance through all levels of the grievance procedure.
2. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association President. Decisions rendered by arbitrator shall be in accordance with the procedures set forth in the section on arbitration.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

Article 3

Dues Deduction

A. Authorization

Any Employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues on or before October 10 of each year. The form for the assignment shall be provided by the Association.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the Employee each month for ten (10) months, beginning in October and ending in July of each year.

C. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board.

D. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the Employees for whom deduction was made.

E. Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

Article 4

Other Payroll Deductions

Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance for annuities and insurances. The Employee shall notify the Board Secretary for such purposes on or before October 1, which authorization shall continue in effect from year to year unless revoked in writing. In the event of a change in a covered employee's status (eg: marriage, birth of a child) employee may have an appropriate change made in insurance deduction upon written authorization to the Board Secretary at any time during the year.

Article 5

Wages and Salaries

A. Schedule

The salary of each Employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part hereof.

B. Placement on Salary Schedule

1. Each Employee shall be placed on the Employee's proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph 2 below. Any Employee hired who provides contracted teaching services prior to the start of the second semester of any ensuing school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
2. Credit up to the ninth (9th) step of any salary level on the Employee salary schedule shall be given for previous teaching experience in a duly accredited school upon initial employment.
3. Any Employee with previous teaching experience in the Greene School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience up to a maximum set forth and conditions established in section 2 above. Such Employees who have not been engaged in other teaching or other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

C. Advancement on Salary Schedule

1. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year consists of one (1) semester of service in one (1) school year. No Employee may advance more than one (1) vertical step on the salary schedule annually.
2. Educational Lanes
Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an Employee to advance from one educational lane to another, suitable evidence of additional educational credit shall be filed with the Superintendent no later than thirty (30) days after the beginning of each semester and pay adjustments shall be retroactive to the beginning of the same semester. Such additional credit shall be graduate credit or undergraduate credit subject to the approval of the Superintendent.

D. Method of Payment

1. Each Employee shall be paid in twelve (12) equal installments on the twentieth of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the Employee.
2. When a pay date falls on or during a school holiday, vacation, or weekend, Employees shall receive their pay checks on the last previous working day.
3. Summer checks, other than for summer school Employees, shall be mailed to the address designated by the Employee in writing submitted to the Board Secretary ten (10) days prior to date of issuance of such payment.
4. Non-returning Employees shall have the option of receiving their earned contractual salary on the first pay period following the end of the in-school work year, upon written request to the Superintendent.

E. Extra Assignment and Extended Contract Rate

The salary schedule is based upon the regular school calendar and the Employee work day as set forth in this Agreement. Any Employee whose assignment exceeds the regular Employee work year (Article 9), or the Employee work day (Article 11) will be additionally compensated as follows:

1. An Employee who works beyond the regular school calendar of 188 days shall be compensated on a per diem basis of the appropriate contract year salary. Employees who voluntarily agree to participate in special programs funded by state and/or federal grants shall be exempt from the previous sentence.
2. When an Employee is assigned to a longer work day than provided for in Article 11 on a regular basis, reimbursement will be at the rate of one-seventh (1/7) the Employee's per diem salary for the extra work days involved.

Article 6

Supplemental Pay

A. Extra-Curricular Activities

1. The Board and the Association agree that the extra-curricular activities listed in Schedule B are official school-sponsored activities covered by school insurance.
2. Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part hereof.

Article 7

Insurances

A. Types

The Board agrees to provide each full-time Employee with paid insurance protection as described in 1, 2, 3 and 4. Part-time Employees shall have a pro rata of the premium amount used toward the purchase of health and major medical insurance subject to the eligibility requirements of the insurance carrier (paragraph 1) and the insurance protection as listed in A2, 3, and 4.

1. Each Employee meeting eligibility requirements shall be covered by a program with the Board paying the single premium up to a maximum of \$424.00 per Employee, per month for the duration of the 2006-2007 contract year. Employees taking a lower cost/higher deductible plan shall receive the difference between the maximum premium dollar amount paid by the district and the single premium in monthly installments based on that difference rounded to the nearest dollar times twelve divided by twelve.

Employees desiring family coverage will pay the premium for it. The Board reserves the right to change the carrier and the administrator of the health insurance program providing the benefits are substantially the same as current coverage.

2. Each Employee shall be covered by a Long Term Disability insurance program paid for by the Board that meets no less than the coverage in effect on January 1, 1985.
3. Each Employee shall be covered by Worker's Compensation paid for by the Board. Absence due to injury incurred in the course of the Employee's employment, the Board will pay the difference between the Worker's Compensation benefits and the Employee's regular salary. This difference in salary, paid by the Board, will be charged against the Employee's sick leave benefits.
4. All Employees shall be covered by a school-financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid automobile liability insurance.

B. Coverage

The Board-provided insurance programs shall be for twelve (12) consecutive months (beginning September 1, 2006 and ending August 31, 2007). Employees new to the District shall be covered by Board provided insurance no later than October 1 or within the one (1) month of initial employment if hired after the beginning of the work year. The coverages referred to in subparagraphs A-1 through A-4 shall be subject to all terms and conditions including group eligibility requirements established by the insurance carriers.

C. Descriptions

The Board shall provide each Employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. Continuation

In the event that an Employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year. Employees on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board insurance programs by paying at least fifteen (15) days prior to the billing date. This clause is subject to all terms and conditions of the contract with the insurance carrier.

Article 8

Leaves of Absence

A. Sick Leave

1. Accumulative Benefits

All Employees shall be entitled to ten (10) sick leave days the first year, and fifteen (15) sick leave days each additional school year as of the first official day of said school year, provided they have reported for duty on the first pupil day of school unless prevented from doing so by personal illness or emergency. Unused sick leave days shall be cumulative to one hundred twenty (120) days. Employees of the school system may charge against their sick leave absences due to illness of themselves. A grand total of five days per year may be used for illness of children and spouse.

2. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than May 20 of each school year.

3. Extended Leave

An Employee who is unable to work because of personal illness or disability; or illness, disability, or death of a member of the immediate family, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed for one (1) year upon written request by the Employee.

The Board agrees to continue all health, accident, major medical, and disability insurance provided by this Agreement for the duration of said leave, if said leave is due to the disability of the Employee only, and subject to the terms and conditions of the contract with the insurance carrier.

4. Accumulated Sick Leave

Sick leave accumulated prior to this Agreement will not be lost.

5. Appointments

An Employee who has a doctor or dental appointment can utilize sick leave in one-half (1/2) day or more units for such appointment. Any Employee who has doctor or dental appointments which necessitate leaving school within one-half (1/2) hour before the end of the school day shall not be penalized, if their duty can be covered by a colleague.

B. Temporary Leave

The following are paid leaves:

1. Personal Leave

At the beginning of every school year, each Employee shall be credited with two (2) days for personal leave. A personal leave day may be used for any purpose, at the discretion of the Employee, but a two (2) day notice shall be required, except in the case of an emergency.

Reasonable restrictions may be imposed on the use of personal leave before or after a holiday, weekend, or vacation period. Personal leave may be used in one-half (1/2) day units at the discretion of the Employee.

2. Jury/Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceedings, or who shall be subpoenaed to testify in any arbitration matter, shall be provided such time. Any fees or remuneration the Employee receives during such leave shall be turned over to the Greene School System. Any reimbursement for meals and mileage shall remain with the Employee.

3. Professional Leave

At the beginning of each school year, each Employee shall be credited with three (3) days to be used for the Employee's professional leave. Professional leave days may be used for any educational purpose at the discretion of the principal. The Employee planning to use any or all of said professional leave shall make the request of leave to the building principal at least two (2) days prior to Employee absence. Professional days shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

4. Bereavement Leaves

Up to five (5) days of leave shall be granted at any one time in the event of death of an Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Additional days may be granted at the discretion of the principal. Employees may be granted up to two (2) days in the event of death of a friend or relative outside the Employee's immediate family as defined above. In the event of the death of an employee or student in the Greene School District, the principal or immediate supervisor of said Employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Emergency Leave

Up to four (4) days emergency leave may be granted in the case of serious illness of an Employee's spouse, child, mother, father, mother-in-law, father-in-law, brother or sister. Serious illness is defined as life threatening.

6. Military Leave

Employees called for Selective Service physical examinations shall be excused without loss of pay for such purposes.

7. Association Leave

The Board shall release at the most two (2) employees for a total of two employee-days for the express purpose of attending Association business sessions. Said employee(s) shall not suffer any loss of pay and the Board shall assume the expense of a substitute for the employee(s).

8. Other Leaves

Other temporary leaves of absence with pay may be granted in writing by the principal for good reason.

C. Unpaid Leave

1. Other temporary leaves of absence without pay may be granted in writing by the principal for good reason.

2. Religious Leave

Any Employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal. Leave under this subparagraph shall not be a paid leave.

D. Extended Leaves of Absence

1. Association

A leave of absence without pay for up to one (1) year shall be granted to any Employee for the purpose of serving as an elected officer of the Association or its affiliates. Such leave shall be applied for in writing to the building principal or superintendent by June 1 of the preceding year, or later by mutual agreement. Upon return from such leave, the Employee shall be restored to the next position on the salary schedule above that at which they left. All fringe benefits acquired prior to the leave of absence shall be restored (i.e., insurance coverages and accumulated leaves).

2. Educational Improvement

A leave of absence without pay of up to one (1) year may be granted to any Employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the Employee shall be restored to the next position on the salary schedule above that at which they left. All fringe benefits acquired prior to the leave of absence shall be restored.

3. Other Extended Leaves

- a. Employees may request leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for up to one (1) additional semester following the conclusion of the semester in which the leave commenced. An Employee shall file an application to the Superintendent. Extended leaves of absence may be granted for health, or family responsibilities which include child nurturing. The Employee's service will resume in accordance with the leave of absence agreement approved by the Superintendent.
- b. While on extended leave, the Employee's accumulated sick leave shall remain unchanged. Placement on the salary schedule shall remain unchanged unless the Employee has qualified for advancement on the salary schedule pursuant to Article 8 prior to the departure on leave. While no additional benefits will be provided by the Employer during the leave period, the Employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the Employee shall be the salary stated on the salary schedule for the step and class for which the Employee has qualified at the time of the commencement of the leave, unless the Employee met the requirements of Article 5.C.2.
- c. An Employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other Employees sign a contract for the next year.

4. Good Cause

Other extended leaves of absence without pay may be granted in writing by the Superintendent for good reason.

Article 9

Employee Work Year

A. In-School Work Year

1. The in-school work year for Employees contracted on a ten (10) month basis shall not exceed one hundred eighty-eight (188) days.
2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which Employee attendance is required.
3. Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

B. Holidays

No Employee shall be required to perform duties on any of the following holidays: Labor Day, Thanksgiving Day and the following Friday, Christmas Day, New Year's Day and Memorial Day. Christmas vacation will cover at least seven (7) school days including Christmas Day and New Year's Day. The Board shall schedule a one (1) day vacation after March 1 and prior to April 30 into each year's official school calendar.

Article 10

Employment and Assignments

A. Assignments of Employees

Each Employee shall be given written notice of salary schedule tentative placement, tentative class and/or subject assignments for the forthcoming year not later than June 1. A list of said tentative schedule placement and assignments shall be made available to the Association.

B. Extra Duty Assignments

In addition to the assigned regular duty roster, the Employees will be given an opportunity to volunteer to chaperon at school activities. At the beginning of the school year, Employees can sign up for their preference of events. At the time of the first scheduled event in the school year, the events for which there is no volunteer will be assigned. No Employee shall be responsible for more than three (3) events during the school year.

If the extra duty assignment is during a non-school day, the District will pay \$8.00 per event per worker.

Article 11

Employee Hours and Load

A. Work Day

No Employee shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen minutes after pupil dismissal. On Fridays, or the last student attendance day prior to school holidays or vacations, the Employee may leave when students are dismissed.

B. Leaving the Building

Employees may leave the building during duty-free lunch period, providing they inform the principal or designee. Other absences from the building will be at the discretion of the principal.

C. Meetings

All Employees may be required to remain after the end of or arrive prior to the regular work day, without additional compensation, for the purpose of attending a reasonable number of faculty or other professional meetings. Meetings shall not be called on Friday afternoons or on any afternoon immediately preceding any holiday or other day upon which teacher attendance is not required at school.

D. Preparation Time

1. Classroom Employees shall have daily preparation time during which they shall not be assigned to any other duties as follows:
 - a. Elementary school - one hundred eighty (180) minutes per week.
 - b. Junior-Senior high school - forty-five (45) minutes per day.

The stated time periods do not include their daily lunch period.

2. An Employee who uses his/her only preparation period to supervise another class will be reimbursed at the current substitute teacher rate of pay per period rounded to the nearest whole dollar. Payments will be made in January and June.

E. Lunch Time

Each Employee will have a duty free lunch period not less than the student period in his/her respective building.

Article 12

Staff Reduction

In the event the Employer determines that it is necessary to have a reduction in staff, the following procedures shall be followed:

- A. Layoffs will be made within the following categories: K-5, 6-12 (within curricular areas., e.g., social studies, science, math), and special programs (to include, but not be limited to: special education, gifted and talented, Title I, pre-kindergarten, guidance, and shared building programs).

It is the intention of the parties that the above categories shall be considered as separate units.

- B. Given the necessity to maintain the most competent and qualified staff available, the Employer shall determine which Employees are to be reduced according to the following:

1. The need to maintain programs of the District.
2. Fully certified Employees in the affected area shall be laid off next according to the following procedures:

- a. Employees with four (4) years or less seniority shall be laid off according to:

- 1) Qualifications

- a) Educational attainment
- b) Past experience (both in teaching and other jobs)

- 2) Ability: as determined by past and present evaluations contained in the personnel file

- 3) If the above considerations are relatively equal among affected Employees, the least senior Employee will be reduced

- b. Employees with five (5) years or more seniority shall be reduced by seniority, provided, however, that Employees within two (2) seniority of each other (for this paragraph only) shall be considered as having equal seniority and shall be reduced according to the following procedure:

- 1) Qualifications:

- a) Educational attainment
- b) Past experience (both in teaching and other jobs)

- 2) Ability: as determined by past and present evaluations contained in the personnel file

- 3) If the above considerations are relatively equal among affected Employees, the least senior Employee will be reduced.

- C. Seniority means an Employee's length of full-time continuous service with the Employer since the Employee's last semester of hire. A part-time teacher shall accrue seniority on a pro rata basis. Teachers who teach less than full time in a subject category accrue seniority in that category on a pro-rata basis. Each full time teacher who does not have at least fifty percent time in one category will have one curricular category denoted for full seniority based upon the curricular category where the teacher has taught the most years in the District.
- D. Any Employee laid off pursuant to the provisions of this Article shall have recall rights as set forth in the above paragraph to any position for which the Employee was certificated and approved and has had teaching experience as specified at the time of the layoff. Such recall rights shall exist for a period of two (2) years from the thirtieth day of June of the school year when laid off.
- E. Any Employee re-employed by exercise of recall rights will be reinstated at the same salary, related benefits, and experience as if their last year of regular employment had been the year immediately prior to the year of re-employment (e.g., if at the time of layoff the Employee was on Step 10, Employee upon re-employment would proceed to Step 11).
- F. Any Employee who for reasons of staff reduction or realignment, resigns upon request or is laid off for such reasons shall be accorded the recall rights provided by this Article unless specifically waived in writing by the Employee. The Board shall annually provide the Association with a current list of those Employees who currently retain such rights.
- G. Notice of recall will be given by personal delivery or by registered or certified mail to the last known address furnished to the Board by the Employee. A copy of such notice of recall will be furnished to the Association by personal delivery or ordinary mail. If the Employee fails to respond within five (5) days after receipt of the notice of recall, the Employee will be deemed to have refused the position offer. The Employee shall be informed of the five (5) day limit in the communication.

Article 13

Health Provisions

All new Employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. Such evidence shall be limited to a statement from a licensed physician on a form furnished by the Board. This completed statement from a physician must be submitted to the Board Secretary prior to the first pay day. The cost of this physical examination up to Twenty-Five Dollars (\$25.00) will be paid by the Board.

Continuing Employees are required to have a physical examination every third year. Those required to have a physical shall be notified the previous May. Such cost for each examination shall be borne by the Board, up to a total of Fifty Dollars (\$50.00). Said examination shall be completed prior to the preschool workshop.

Article 14

Formal Classroom Evaluation Procedure

Before an Employee is formally evaluated, the Administrator shall review with the Employee the evaluation procedures and instrument to be used. No Employee shall be formally evaluated until the Employee has had this review. The primary purpose of evaluation is the improvement of professional performance of the Employee.

A formal evaluation consists of a classroom observation of at least twenty (20) minutes; a written formal evaluation and a conference to be held between the Employee and Administrator which shall be held within five (5) school days following the classroom observation, unless circumstances prevent either the Employee or the Administrator from meeting. A copy of the written formal evaluation shall be signed by both parties and given to the Employee. The Employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

If, following the above conference, the Employee feels the written observation is incomplete, inaccurate, or unjust, the Employee may object in writing and have the objections attached to the written observation statement in the Employee's file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

An observation is a casual, routine activity lacking any one or more of the attributes of a formal evaluation.

All Employees shall be formally evaluated at least once annually during the first five years of employment. All continuing Employees shall be formally evaluated at least once every three years.

The Board or its administrative representative, including building principals, shall not establish any separate personnel file, which is not available for the Employee's inspection with the exception of the placement file in the Superintendent's office.

Any complaints directed toward an Employee which are placed in the Employee's personnel file are to be promptly called to the attention of the Employee in writing. The Employee shall have the right to reproduce any documents contained in his/her personnel file.

The primary purpose of the evaluation procedures hereinabove set forth is to promote professional improvement and teacher effectiveness to the end that the instruction program is improved. It further seeks to protect Employees from hasty or unjust criticisms and provides a procedure for identifying Employee performance. This article deals with evaluation of classroom teaching practice only. Nothing herein shall preclude evaluation by such other means as may be requested by the Employee or deemed pertinent by the administration subject to the right of the Employee to review all evaluation reports and respond thereto if they become a part of the Employee's personnel file. If procedures for evaluation other than those covered in this article are to be used, the building principals shall acquaint the Employees under their supervision with these procedures and their criteria within four (4) weeks after the beginning of each school contract year.

In any proceeding in which the Employer attempts to use past evaluations to justify adverse action against a Teacher, including such adverse action as withholding of a Step increase, suspension, termination, layoff or placement on probation, the Teacher, or the Association as the Teacher's representative, may challenge the fairness and accuracy of such past evaluations.

Article 15

Voluntary and Involuntary Transfers

A. Definition

The movement of an Employee to a different supplemental pay assignment, grade level, subject area, or building shall be considered a transfer.

B. Voluntary Transfers

Employees who desire a change in grade or subject level, supplemental pay, and/or subject assignment, or who desire to transfer to another building, may file a written request with the Superintendent. Such statement shall include the grade and/or subject to which the Employee desires to be assigned and the school to which the Employee desires to be transferred. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 or December 1 (for the second semester).

In the determination of requests for voluntary transfer, the wishes of the individual Employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. No such request shall be denied arbitrarily, capriciously, or without basis of fact. If more than one (1) Employee has applied for the same position, the determination as to which Employee shall receive it shall be made on the basis of Employee qualifications.

C. Involuntary Transfers

Notice of an involuntary transfer shall be given in writing to the affected Employee(s) as soon as possible and no later than May 1, except in cases where resignations, death of faculty, enrollment changes, or unpredictable faculty vacancies after May 1 makes it impossible for the Board to comply with said deadline.

Article 16

Duration and Miscellaneous Provisions

A. Separability

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and substituting, except to the extent permitted by law.

B. Contract Expense

Copies of this Agreement shall be printed at the shared expense of the Board and Association. The Agreement shall be presented to all Employees now employed, and shall be given to all newly hired Employees by the Board. If additional copies are desired by either party, the copies shall be made available at the expense of the requesting party.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at 201 North 5th Street, Greene, Iowa
2. If by Board, to Association President, Greene Education Association, Greene Community School, Greene, Iowa

D. Duration Period

This agreement shall remain in full force and effect from July 1, 2006, and shall continue in effect until Midnight June 30, 2007, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this agreement.

E. Signature Clause

In Witness Whereof, the parties hereto have caused this Agreement to be signed by the respective Presidents, attested by their respective Chief Negotiators and their signatures placed thereon, all on the eleventh day of April, 2006.

By _____
President, Association

By _____
President, Board of Directors

By _____
Chief Negotiator, Association

By _____
Chief Negotiator, Board of Directors

Article 17

Educational Excellence Program

A. Salary Distribution of Educational Excellence Program Funds

Phase II funds will be distributed on an equal basis to all teaching staff members who qualify in accordance with House File 499. Part-time employees will have their shares pro-rated.

Employees who leave the system during the school year will receive his/her amount of Phase II monies on a pro-rated/per diem basis. The remaining funds will be given to the replacement employee or if one is not employed, the funds will revert to the pool to be distributed among the qualified employees.

B. Method of Payment - Educational Excellence Program Funds

Phase II supplement funds will be paid monthly in equal installments to be included with the employee's regular monthly check following receipt of the funds from the state.

Phase III funds and their amounts for services as stated in the Iowa Department of Education approved Phase III plan will be made in the employee's regular monthly check following receipt of the funds from the state for work completed by the qualified employee prior to and during that monthly pay period.

GREENE COMMUNITY SCHOOL DISTRICT
SALARY SCHEDULE 2006-2007

BASE = 24,200

	INDEX	BA	INDEX	BA+10	INDEX	BA+20	INDEX	MA	INDEX	MA+15
0	1.000	24,200	1.040	25,168	1.080	26,136	1.140	27,588	1.180	28,556
1	1.040	25,168	1.080	26,136	1.120	27,104	1.180	28,556	1.220	29,524
2	1.080	26,136	1.120	27,104	1.160	28,072	1.220	29,524	1.260	30,492
3	1.120	27,104	1.160	28,072	1.200	29,040	1.260	30,492	1.300	31,460
4	1.160	28,072	1.200	29,040	1.240	30,008	1.300	31,460	1.340	32,428
5	1.200	29,040	1.240	30,008	1.280	30,976	1.340	32,428	1.380	33,396
6	1.240	30,008	1.280	30,976	1.320	31,944	1.380	33,396	1.420	34,364
7	1.280	30,976	1.320	31,944	1.360	32,912	1.420	34,364	1.460	35,332
8	1.320	31,944	1.360	32,912	1.400	33,880	1.460	35,332	1.500	36,300
9	1.360	32,912	1.400	33,880	1.440	34,848	1.500	36,300	1.540	37,268
10	1.400	33,880	1.440	34,848	1.480	35,816	1.540	37,268	1.580	38,236
11	1.440	34,848	1.480	35,816	1.520	36,784	1.580	38,236	1.620	39,204
12	1.480	35,816	1.520	36,784	1.560	37,752	1.620	39,204	1.660	40,172
13			1.540	37,268	1.580	38,236	1.660	40,172	1.700	41,140
14			1.580	38,236	1.600	38,720	1.700	41,140	1.740	42,108
15					1.640	39,688	1.720	41,624	1.760	42,592
16							1.760	42,592	1.800	43,560

EXTRA-CURRICULAR SALARY SCHEDULE 2006-2007

BASE=24,200

	3.0%	3.5%	4.0%	4.5%	5.0%	6.0%	7.0%	10.0%
BA-0	726	847	968	1,089	1,210	1,452	1,694	2,420
BA-1	755	881	1,007	1,133	1,258	1,510	1,762	2,517
BA-2	784	915	1,045	1,176	1,307	1,568	1,830	2,614
BA-3	813	949	1,084	1,220	1,355	1,626	1,897	2,710
BA-4	842	983	1,123	1,263	1,404	1,684	1,965	2,807
BA-5	871	1,016	1,162	1,307	1,452	1,742	2,033	2,904
BA-6	900	1,050	1,200	1,350	1,500	1,800	2,101	3,001

EXTRA-CURRICULAR SALARY SCHEDULE B

Teachers' pay for extra-curricular activities will be based upon the following percentages of the BA base salary lane. For the first year of the supplemental contract, the teacher's pay will be calculated using the BA lane, step 0. For each succeeding year up to six years and for all succeeding years upon the BA lane steps. No employee may take more than one step per year.

10% Athletic Director	6%	Speech Activities
Instrumental Music		
Head Basketball (Girls, Boys)	5%	Annual
Head Football		Vocal Music
Head Wrestling		Assistant Track
Head Baseball		
Head Softball	4.5%	Junior high sports outside student day
Head Volleyball		
	4%	Newspaper
7% Head Track (Boys, Girls)		Jr. High Band
Cross Country (Boys, Girls)		Cheerleading Sponsor
Assistant Football		
Assistant Volleyball	3.5%	Golf (Boys)
Assistant Basketball (Girls, Boys)		Golf (Girls)
Assistant Wrestling		
Assistant Softball	3%	Junior high sports inside student day
Assistant Baseball		Plays (per each of two production).

Summer driver education teachers and regular school year driver education teachers are considered to be on separate contracts rather than extended contracts and will be reimbursed at the rate of one hundred thirty dollars (\$130.00) per pupil enrolled in the driver education program.

The District will pay \$10.00 per trip for softball and baseball coaches who drive.

Members of the staff will be given the first opportunity to apply for any vacant extra-curricular positions before the Employer hires outside the unit.

GRIEVANCE REPORT

Date filed

_____ School District	}	Distribution of Form
	}	
_____ Building	}	1. Association
	}	2. Employee
_____	}	3. Appropriate Supervisor
Name of Aggrieved Person	}	4. Superintendent
	}	

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract or Policy Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

LEVEL III

- A. _____
Signature of Aggrieved Person Date Received by Superintendent
- B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Date

LEVEL IV

- A. _____
Signature of Aggrieved Person Signature of Association President
- B. _____
Date Submitted to Arbitration Date Received by Arbitrator
- C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator

Date of Decision